

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**
Norfolk Division

IN RE:
GEORGE MATT BYRUM
CHERYL ANN BYRUM
Debtors

Case No. 13-74630-SCS

Chapter 13

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION
Movant

v.
GEORGE MATT BYRUM
CHERYL ANN BYRUM
Debtors/Respondents

and
MICHAEL P. COTTER
Trustee/Respondent

AGREED ORDER MODIFYING AUTOMATIC STAY

This matter comes before the court on the Motion for Relief from Automatic Stay, filed on June 26, 2018 (the “Motion”) on behalf of JPMorgan Chase Bank, National Association (the “Movant”) by counsel.

WHEREAS, the Movant is the current holder of the promissory note in the original principal amount of \$223,400.00 (the “Note”), the payment of which is secured by a Deed of Trust dated June 28, 2008 (the “Deed of Trust”), which Deed of Trust encumbers real property known as 119 Forest Ave, Manteo, NC 27954 (the “Property”) and more particularly described as follows:

The land referred to in this policy is situated in the **STATE OF NORTH CAROLINA, COUNTY OF DARE, CITY OF MANTEO**, and described as follows:

ALL THAT CERTAIN LOT OR PARCEL OF LAND LOCATED AND BEING ON ROANOKE ISLAND, NAGS HEAD TOWNSHIP, DARE COUNTY, NORTH CAROLINA AND BOUNDED AS FOLLOWS:

BEGINNING AT AN EXISTING CONCRETE MONUMENT LOCATED AND BEING ON A COURSE OF SOUTH 28 DEG. 23 MIN. 51 SEC. EAST 864.10 FEET FROM NORTH CAROLINA GRID COORDINATE B-249 HAVING COORDINATES OF X=2,979,067.482 AND Y=810,557.230 THE SAID BEGINNING POINT BEING LOCATED ON THE WEST MARGIN OF THE RIGHT OF WAY OF FOREST AVENUE HAVING A WIDTH OF 50 FEET AS THE SAME IS DEPICTED ON THE MAP OR PLAT OF THE VIRGINIA DARE PARK AS SHOWN ON A MAP OR PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 178, DARE COUNTY REGISTRY, THE SAID FOREST AVENUE BEING DESIGNATED AS NORTH CAROLINA SECONDARY ROAD 1301; THENCE FROM THE BEGINNING POINT AND ALONG THE WEST MARGIN OF THE RIGHT OF WAY OF FOREST AVENUE SOUTH 18 DEG. 15 MIN. WEST 150.0 FEET TO AN EXISTING CONCRETE MONUMENT LOCATED AND BEING AT THE INTERSECTION OF THE NORTH MARGIN OF THE RIGHT OF WAY OF MIDDLE STREET WITH THE WEST MARGIN OF THE RIGHT OF WAY OF FOREST AVENUE AS SHOWN ON

WHEREAS, George Matt Byrum and Cheryl Ann Byrum (the "Debtors") and the Movant have reviewed the Motion and reached an agreement in this matter, the terms of which are set forth herein;

NOW THEREFORE IT IS HEREBY ORDERED that the automatic stay imposed by 11 U.S.C. §362(a) shall be and the same is MODIFIED, pursuant to 11 U.S.C. §362(d), to permit the Movant to take such action as may be necessary to enforce its lien of the Deed of Trust, including the initiation of foreclosure proceedings against the Property and commencement of any action to obtain possession of the Property as permitted by applicable state law.

IT IS FURTHER ORDERED that the provisions lifting the automatic stay in this Agreed Order Modifying the Automatic Stay (the "Agreed Order") are stayed, contingent upon the Debtors' continued compliance with the terms of this Agreed Order, and provided that the following conditions are met:

1. The Debtors shall resume making regular monthly installment payments to the Movant in the amount of \$1,361.56 (subject to adjustment due to interest rate changes, changes to escrow and all other conditions and obligations set forth in the Note and Deed of Trust) commencing on August 1, 2018, and the Debtors shall continue to make regular monthly installment payments every month thereafter as they become due, in accordance with the Note.
2. The Debtors shall cure the post-petition arrearage due to the Movant through July 1, 2018 in the total amount of \$4,839.15, which includes 4 post-petition monthly payments due from April 1, 2018 through July 1, 2018 in the amount of \$1,361.56 each, and credit for funds currently in suspense in the amount of \$607.09, by making the following payments to the Movant for the full amount owed (\$4,839.15) within thirty (30) days of the entry of this Order.
3. For purposes of making the arrearage cure payment(s) set forth in paragraph two (2) hereinabove, the Debtors will obtain additional funds from Cheryl Ann Byrum's mother, Barbara Brown, as a gift.

4. All payments shall be made payable to the Movant at the following address:

JPMorgan Chase Bank, National Association
3415 Vision Drive
Columbus, OH 43219

IT IS FURTHER ORDERED that if any payment or portion of any payment required to be made hereunder is not received by the Movant by the date that it is due, then the Debtors shall be in default under the terms of this Agreed Order. In such event, the Movant may file with the Court, and mail to the Debtors, Debtors' counsel, and the Chapter 13 Trustee (the "Trustee") by regular mail, a notice of the default under the terms of the Agreed Order, stating the amount of the default and the amounts due pursuant to this Agreed Order. If the Debtors do not cure the default set forth in the notice of default (along with any additional amounts that have subsequently become due) within fifteen (15) days of the date of the notice of default, the Movant shall file with the Court a notice stating the Debtors have not cured the default along with a Certificate of Commencement of Foreclosure. The Certificate of Commencement of Foreclosure must indicate that the Trustee is relieved from making further distributions on the secured claim filed by the Movant. Further, the automatic stay of 11 U.S.C. §362(a) shall be automatically deemed lifted in this case without any further proceeding, action or order of this Court, and the Movant shall thereafter be allowed to enforce its lien of the Deed of Trust, including the initiation of foreclosure proceedings against the Property, and commencement of any action to obtain possession of the Property as permitted by applicable state law.

IT IS FURTHER ORDERED that if a second such notice of default is filed by the Movant after the Debtors reinstate under the terms of a first notice of default, then the automatic stay in this case shall be automatically deemed lifted without any further proceeding, action or order of this Court, and the Movant shall thereafter be allowed to enforce its lien of the Deed of Trust, including the initiation of foreclosure proceedings against the Property and commencement of any action to obtain possession of the Property as permitted by applicable state law.

IT IS FURTHER ORDERED that if the holder of any other Deed of Trust encumbering the Property obtains relief from the automatic stay, then the Movant herein is automatically granted relief from the automatic stay.

IT IS FURTHER ORDERED that if the automatic stay is lifted, the Trustee shall be notified and shall thereafter make no payments on the Movant's secured claim that were required by the Chapter 13 plan.

IT IS FURTHER ORDERED that the Movant shall promptly notify the Trustee in writing of the results of any foreclosure sale of the subject deed, and pay to the Trustee any excess funds received from such foreclosure sale, to be disbursed upon further order of the Court.

Norfolk, Virginia

Date: Aug 13 2018

/s/ Stephen C. St. John

United States Bankruptcy Judge
for the Eastern District of Virginia
Entered on Docket: Aug 14, 2018

WE ASK FOR THIS:

/s/ Karl Anthony Moses, Jr.
Karl Anthony Moses, Jr., VSB# 89433
BWW Law Group, LLC
8100 Three Chopt Road, Suite 240
Richmond, VA 23229
(804) 282-0463 (phone)
(804) 282-0541 (facsimile)
Attorney for the Movant

CERTIFICATION OF ATTORNEY

I acknowledge that I approve of the foregoing Agreed Order and that by my endorsement I hereby represent that the Debtors have been advised of the terms of the agreement as set forth in this Agreed Order.

/s/ Barry W. Spear
Sarah Ramage Clarson
Convergence Center III
272 Bendix Road, Suite 330
Virginia Beach, VA 23452
Counsel for the Debtors

SEEN:

/s/ Warren A. Uthe *for*
Michael P. Cotter, Trustee
870 Greenbrier Circle, Suite 402
Chesapeake, VA 23320
Chapter 13 Trustee

CERTIFICATION

I HEREBY CERTIFY that the foregoing proposed Agreed Order Modifying the Automatic Stay has been endorsed by or on behalf of all necessary parties, in accordance with Local Rule 9022-1.

/s/ Karl Anthony Moses, Jr.
Karl Anthony Moses, Jr.
BWW Law Group, LLC
Attorney for the Movant

cc:

Michael P Cotter, Trustee
870 Greenbrier Circle, Suite 402
Chesapeake, VA 23320

Sarah Ramage Clarson
Convergence Center III
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Virginia Beach, VA 23452

George Matt Byrum
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Cheryl Ann Byrum
528 Warrick Rd.
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